#### AGREEMENT

#### by and between

CITY OF FORT LAUDERDALE, a Florida municipality

and

Fiberstars, Inc., a California corporation registered to transact business in Florida as Fiberstars of California, Inc.

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between the City of Fort Lauderdale, a Florida municipality (hereinafter referred to as "CITY") and Fiberstars, Inc., a California corporation registered to transact business in Florida as Fiberstars of California, Inc., (hereinafter referred to as "CONTRACTOR").

IN CONSIDERATION of the terms and conditions contained herein, CITY and CONTRACTOR covenant and agree as follows:

#### SECTION I DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement means this document including any exhibits, schedules and attachments attached hereto that are set forth in this Agreement as being expressly incorporated herein by reference.
- 1.2 Commencement Date means the date CONTRACTOR receives the CITY's Notice to Proceed.
- 1.3 CONTRACTOR Fiberstars, Inc., a California corporation registered to transact business in Florida as Fiberstars of California, Inc., which has been selected to provide services pursuant to this Agreement.
- 1.4 CONTRACTOR's Project Administrator the designee of the CONTRACTOR whose primary responsibility includes coordination and communication with CITY, and management and supervision of performance and completion of this Agreement in accordance with the terms and conditions set forth herein.
- 1.5 Maintenance means any activity intended to eliminate faults, to improve or to keep the system, in satisfactory working condition, including tests, measurements, replacements, adjustments, changes, modifications, enhancements or repairs.

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  m CITY}$  the City of Fort Lauderdale, a Florida municipality.
- 1.14 "System" the Fiberstars Fiber Optic Lighting System as specified by the CITY for purchase and installation.

### SECTION II SCOPE OF SERVICES

CONTRACTOR agrees to furnish and install the System, on the City's Beach Wall, as designated by the CITY, and to include the materials, as shown in Exhibit A.

### SECTION III MANNER OF PERFORMANCE

- 3.1 CONTRACTOR shall perform all services in accordance with the highest industry standards.
- 3.2 CONTRACTOR shall supply, install and warrant the Replacement Fiber Optic System, as described herein. CONTRACTOR shall send two (2) Fiberstars Field Technicians to install said system. Duration of installation shall be fifteen (15) business days, (NOT including weekends, holidays). Fiberstars Technicians are expected to work full eight (8) hour days, until completion.
- 3.3 CITY shall be responsible for removing and disposing of existing fiber optic system. CITY shall clean, and paint the Beach Wall. Beach Wall shall be in a ready to install condition, upon arrival of Fiberstars Technicians. All electrical work will be the responsibility of the CITY. CITY shall NOT be responsible for receipt or storage of any materials necessary to complete installation.
- 3.4 CONTRACTOR shall determine the means and manner of performance for any and all services rendered pursuant to this Agreement. CONTRACTOR shall not be subject to the direction or control of CITY, except as provided herein or required by applicable federal, state and local statutes, laws, rules, ordinances or regulations.
- 3.5 CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.
- 3.6 CONTRACTOR and its employees agree to follow all rules and regulations established by CITY to ensure safety and security at and around the project site, where CONTRACTOR performs work pursuant to this Agreement.

### SECTION IV CONTRACTOR'S STAFF

- 4.1 CITY reserves the right to approve or reject, for any reason, CONTRACTOR's staff assigned to this project at any time.
- 4.2 CONTRACTOR agrees that the services provided under this Agreement shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties as required by applicable law or as offered or required by the manufacturer or CONTRACTOR agrees to furnish CITY with any and all documentation of certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules or requlations. CONTRACTOR further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, and certifications required by applicable laws, rules or regulations in full force and effect during the term of this Agreement or as offered or required by the manufacturer of materials installed or maintained by the CONTRACTOR. CONTRACTOR to comply with this paragraph shall constitute a material breach of this Agreement.

#### SECTION V INSTALLATION

- 5.1 CONTRACTOR shall install the System in accordance with Exhibit B, (Drawings prepared by Resource Management Inc., as follows: PROJECT 10560), which are attached and incorporated herein, and with all applicable laws, regulations, and industry standards.
- 5.2 The System shall be installed within the time as specified as follows: CONTRACTOR shall begin work within the time specified after Notice To Proceed has been given by the City Engineer, and shall complete work within 60 (sixty) working days from the date of such notice. In the event the System is not completed and accepted by the CITY on or before the date specified in the NOTICE TO PROCEED FOR FINAL ACCEPTANCE, CONTRACTOR shall NOT be entitled to, and CITY, shall NOT pay, any additional expenses, beyond expenses as shown in Exhibit A.

#### SECTION VI MAINTENANCE PROGRAM

6.1 CITY agrees to provide a five (5) year maintenance program, to include the following:

- 6.2 Semi-annual visual inspection and maintenance of the entire System, replacement of expired lamps (unless expired prior to industry standard life time of lamp, of approximately 3600 hours) and fiber as needed. Lamps and fiber are to be purchased separately by City, at a cost, as shown in Exhibit C.
- 6.3 A documented report after each maintenance inspection conducted by CITY shall be provided to CONTRACTOR detailing all maintenance and repair completed.
- 6.4 CONTRACTOR shall provide CITY, during installation, included in CONTRACTOR'S cost, all necessary training to train two (2) CITY employees to conduct and maintain said system as prescribed above. At no time shall the performance of the maintenance program be construed to void or otherwise cause the CONTRACTOR warranty not to be valid.
- 6.5 CITY's maintenance shall begin one hundred eighty calendar days (180) after CITY'S acceptance of system.

### SECTION VII WARRANTY

7.1 CONTRACTOR agrees to provide an extended five (5) year WARRANTY on all parts and labor (fiber optic cable and illuminators). Warranty shall be specific to the manufacturing and performance of the system. CITY agrees that Acts of God, as described in Section VIII and vandalism are NOT covered under the warranty. CONTRACTOR warrants that system shall perform and operate, under normal circumstances, as a "Fiber Optic Lighting System".

# SECTION VIII UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

- 8.2 The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the

occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non-performing party uses its best efforts to remedy its inability to perform.

Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8.3 Contractor's performance will be evaluated by CITY's personnel throughout the term of this Agreement.

# SECTION IX PERMITS, TAXES AND LICENSES

9.1 CONTRACTOR shall at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with local, state and federal statutes, laws, rules, regulations, codes and ordinances applicable to the business to be carried on under this Agreement.

#### SECTION X EXPENSES

10.0 CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of equipment, supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of CITY.

# SECTION XI SUBCONTRACTORS

- 11.1 CONTRACTOR shall not subcontract or assign its rights or obligations under this Agreement, unless prior written approval is received from CITY.
- 11.2 CONTRACTOR shall be fully responsible for all actions of approved subcontractors. CONTRACTOR shall inform CITY in writing and receive written approval prior to any changes in subcontractor

relationships throughout the course of this Agreement.

### SECTION XII INDEPENDENT CONTRACTOR

12.1 CONTRACTOR is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, employer/employee relationship, joint venture, or any other relationship allowing CITY to exercise control or direction over the manner or method by which CONTRACTOR or its subcontractors perform hereunder. CITY shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its work and functions other than as provided in this Agreement.

### SECTION XIII PAYMENT OF TAXES

13.1 CONTRACTOR shall bear all responsibility for the payment of any federal, state and local taxes and fees, if applicable. It is understood by both parties that CITY will not, in any manner, be responsible for the aforementioned taxes or fees.

### SECTION XIV TERMINATION

- 14.1 This Agreement may be terminated upon the following events:
- 14.1.1 <u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 14.1.2 <u>Termination without Cause</u>. CITY shall have the right to terminate this Agreement without cause by providing CONTRACTOR with ninety (90) calendar day's written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

#### 14.1.3 <u>Termination for Cause</u>.

14.1.3.1 In the event any regulatory or accrediting organization finds a deficiency, then CITY may, in its sole discretion, send CONTRACTOR written notice of such deficiency. If CONTRACTOR fails to rectify the deficiency within thirty 30) calendar days from the date of the receipt of notice of the deficiency, then CITY, in its sole discretion, may terminate this Agreement. In the event the deficiency cannot reasonably be cured

- in thirty (30) days, and CONTRACTOR is diligently pursuing a cure, the period for cure may be extended an additional thirty (30) days upon the CITY's approval, which shall not be unreasonably withheld. Either party may terminate this Agreement by sending written notice to the other party if the FCC, a state public utilities commission or a court of competent jurisdiction issues an order or ruling which contains terms or conditions which materially and adversely affect this Agreement. Such termination shall not give rise to any claims for damages, provided, however, that Fiberstars shall comply with its obligations hereunder up to the date of termination. Both parties warrant and represent that they have no knowledge that any such order or ruling exists as of the date that they have signed this Agreement.
- 14.1.3.2 In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of governing standards, local, state or federal laws, violation of the CITY's policies or procedures, failure to pay accurate commissions and make timely payments thereof. In the event the breach or deficiency cannot reasonably be cured in thirty (30) days, and CONTRACTOR is diligently pursuing a cure, the period for cure may be extended an additional thirty (30) days upon the CITY's approval, which shall not be unreasonably withheld.
- 14.1.3.3 <u>Termination for Lack of Funds</u>. In the event the funds to finance this Agreement become unavailable CITY may provide CONTRACTOR with thirty (30) calendar days' written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new agreement in this event.
- 14.1.3.4 <u>Immediate Termination by CITY</u>. CITY, in CITY's sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
  - i) CONTRACTOR's violation of the Public Records Act;
  - ii) The insolvency, bankruptcy or receivership of CONTRACTOR;
  - iii) or CONTRACTOR fails to maintain insurance in accordance with the Insurance Section of this Agreement. (SECTION XVII)
- 14.1.3.5 CITY reserves the right to reject any materials or equipment and to cancel all or any part of this agreement if CONTRACTOR fails to deliver all or any part of any materials or equipment, in accordance with the terms, conditions and

specifications contained herein, unless changes to the specifications are requested in writing, by the CITY. In the event the deficiency cannot reasonably be cured in thirty (30) days, and CONTRACTOR is diligently pursuing a cure, the period for cure may be extended an additional thirty (30) days upon the CITY's approval, which shall not be unreasonably withheld.

- 14.2 Neither the expected termination nor the expiration of this Agreement shall relieve CONTRACTOR, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.
- 14.3 Notwithstanding any other provisions of this Agreement, the insurance and indemnification provisions as set forth herein shall survive the termination or expiration of this Agreement.
- 14.4 In the event of the termination or expiration of this Agreement, CITY and CONTRACTOR shall cooperate in good faith in order to effectuate a smooth and harmonious transition of CONTRACTOR's provision of goods and services from CONTRACTOR to a successor vendor and to maintain during such period of transition the same high quality of service otherwise afforded pursuant to the terms hereof. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of service at the time of such termination or expiration, the CITY shall have the right to extend the term of this Agreement under the same terms and conditions set forth herein on a month-to-month basis until CITY is capable of providing the services independent of CONTRACTOR.

### SECTION XV PUBLIC RECORDS

15.1 Records made or received by the CITY in connection with this Agreement, records made or received by the CONTRACTOR in connection with this Agreement, and CONTRACTOR's proposal, are public records subject to public inspection and copying. The City's determination of whether any exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. CONTRACTOR waives any copyright and any other intellectual property right in any plan or design prepared in connection with this Agreement.

#### SECTION XVI INDEMNIFICATION

- 16.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless and, at the option of CITY's counsel, defend or pay for an attorney selected by CITY's counsel to defend CITY, and the officers, agents and employees of the CITY from and against any and all claims, suits, actions, demands, fines, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the services provided under this Agreement or the negligent or wrongful act or omission of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors.
  - a) CONTRACTOR shall inform CITY in advance of planned actions and/or conduct related to CONTRACTOR's handling of any such action or claim.
  - b) CITY shall not be liable for and CONTRACTOR agrees to indemnify CITY against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.
  - c) The above indemnification provisions shall survive the expiration or termination of this Agreement.
- 16.2 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the CITY's immunities and limitations on liability provided for in Florida Statutes Section 768.28 as now worded or as may hereafter be amended.

# SECTION XVII INSURANCE

- 17.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.
- 17.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 17.3 All insurance policies shall name the CITY OF FORT LAUDERDALE, FL, a Florida municipality, as additional insured.
- $17.4\ \text{All}$  insurance policies shall be endorsed to provide that Fiberstars\_Agreement\_V1.0/11/29/2004

CONTRACTOR's insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy.

- 17.5 CONTRACTOR shall carry the following minimum types of insurance:
  - a. <u>Workers' Compensation</u>. CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for aggregate disease.
  - b. Comprehensive General Liability Insurance. CONTRACTOR shall carry Comprehensive General Liability Insurance with limits of not less than Two Million (\$2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than that set forth in the latest edition of the City of Fort Lauderdale Risk Management Manual, without restrictive endorsements, and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, property damage, products, form completed operations, and personal injury. Personal coverage shall include coverage that has the Employee and Contractual Exclusions removed.
  - shall carry Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than that set forth in the latest edition of the City of Fort Lauderdale Risk Management Manual, without restrictive endorsements, and must include owned vehicles and hired and non-owned vehicles.
- 17.6 CONTRACTOR shall provide CITY with an ORIGINAL Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to commencing the performance of work under this Agreement, and, at any time thereafter, upon request by CITY.
- 17.7 CONTRACTOR's insurance policies shall be endorsed to provide CITY with at least sixty (60) days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

City of Fort Lauderdale ATTN: Risk Manager 101 N.E. 3rd Avenue, #300 Fort Lauderdale, Florida 33301

- 17.8 If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be five (5) times the occurrence limits specified above in this Article.
- 17.09 The provisions of this Section shall survive the expiration or termination of this Agreement.

### SECTION XVIII LIMITATION OF LIABILITY

18.1 CITY shall not be liable for any loss, damage or destruction of or to any of the System components during installation and prior to acceptance by the CITY.

### SECTION XIX LIQUIDATED DAMAGES

- 19.1 In no event shall these liquidated, stated or stipulated damages be construed or deemed to constitute penalties. The parties agree that liquidated damages will be calculated monthly and payable with the monthly Compensation rate payment.
- 19.2 In the event CONTRACTOR fails to meet the date specified in the implementation plan for Final Acceptance for any System(s), the CONTRACTOR shall pay the CITY the amount of \$100.00 (one hundred dollars) per day as liquidated damages for each calendar day beyond the date specified for Final Acceptance until such time as Final Acceptance occurs.

### <u>SECTION XX</u> PUBLIC ENTITY CRIMES ACT

20.1 In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the CITY, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the CITY, and may not conduct business with the CITY for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination

of this Agreement and may cause CONTRACTOR debarment.

### SECTION XXI ASSIGNMENT

21.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of CITY.

### SECTION XXII NOTICE

22.1 Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

#### CITY:

City Engineer CITY of Fort Lauderdale 100 N. Andrews Avenue, Fourth Floor Fort Lauderdale, FL 33301

#### CONTRACTOR

Fiberstars, Inc. 44259 Nobel Drive Fremont, CA 95438

### SECTION XXIII AGREEMENT TERMS TO BE EXCLUSIVE

23.1 This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its

dealings with the other.

### SECTION XXIV WAIVER OR MODIFICATION OF AGREEMENT

24.1 No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

# SECTION XXV AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

25.1 It is the parties' express intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

# SECTION XXVI SURVIVORSHIP OF BENEFITS

26.1 The terms and conditions of this Agreement shall be binding upon CONTRACTOR and CONTRACTOR's successors and assigns.

#### SECTION XXVII MISCELLANEOUS

- 27.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided for herein and over the situs of the work performed pursuant hereto.
- 27.2 In the event either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.
- 27.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 27.4 Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or, in the event of federal jurisdiction, in the Southern District of Florida.
- 27.5 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 27.6 It shall be a condition precedent of the validity of this Agreement that CONTRACTOR be registered with the State of Florida, Department of State, as an active foreign corporation authorized to transact business in the State of Florida.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR hereby execute this Agreement as follows:

Witnesses:	FIBERSTARS, Inc.
DAVID N RUGGERY	Je flusheden?
Print Name:	President
ROBERT A CONVALS	Attest:
Print Name:	
<b>FIBERSTARS</b>	8 2 8 1/of the Com
44259 NOBEL DRIVE	Segretary
FREMONT, CA 94538 PH (510) 490-0713 FAX (510) 490-3247	
CORPORATE SEALS 524	Federal Employer ID:
0.1	
STATE OF <u>Californi</u>	<u>a</u> :
COUNTY OF ACLINED	<u> </u>

ROBERT A. CONNORS Fiberstars, Inc., a California co	, as Secretary, for rporation registered to transact
business in Florida as Fiberstars (SEAL)	of California, Inc.
ILA RAJNEESH	Notary Public, State of Florida (Signature of Notary Public State of Florida) CA
Commission # 1410882 Notary Public - California Alarneda County My Comm. Expires Apr 13, 200	TLA RAJNEESH  (Print, Type, or Stamp Commissioned Name of Notary Public)
Personally Known	Public) OR Produced Identification
•	
	City of Fort Lauderdale, a Florida municipality
·.	Kirk W. Buffington, C.P.M. Date
	Approved as to legal form
	Aggigtant City Attorney

# EXHIBIT A SPECIFICATIONS

#### 1.0 Proposed Bill of Materials:

1.1	112 EACH	AG-1C-240-PC AG Illuminator base unit 1 Port, 1-four color wheel 240 volt, 60 hz Plug and cord
1.2	10,000 LF	BPAK-100 98-strand side emitting fiber optic cable Clear PVC jacket
1.3	2 EACH	Fiberstar Field Technicians
1.4	2 EACH	Day One on-site Services
1.5	28 EACH	Additional days on-site, after first day
1.6	14 EACH	Additional days on-site, weekend days
1.7	2 EACH	Travel/Site expenses inclusive

#### 2.0

- 2.1 All equipment, cabling and wiring shall meet or exceed ALL FCC, FPSC and ANSI Standards, (latest versions) as well as federal, state and local laws, rules and regulations, etc., (latest version) irrespective of whether such equipment and supporting materials are owned by CONTRACTOR or provided by a subcontractor.
- 2.2 All wiring, cabling, conduit, cross-connects, jacks, plates, backboards and related hardware necessary for the operation of the System shall be provided at no cost to CITY.

#### EXHIBIT C COSTS, TURN-KEY

• CITY shall pay CONTRACTOR, in accordance with the terms of the AGREEMENT, as follows:

Cost of Materials:

\$186,000.00

INSTALLATION:

\$52,500.00

Extended (5) year WARRANTY:

\$00.00

Bonds/Permits:

Actual Cost of EACH, NOT to

exceed \$15,000

TOTAL NOT TO EXCEED

\$253,500.00

TERMS: NET 30, upon completion, and CITY acceptance of all work.

Replacement lamps

\$69.00 per lamp

Replacement fiber

\$3.60 per foot

# EXHIBIT A SPECIFICATIONS

# 1.0 Proposed Bill of Materials: 1.1 112 EACH AG-1C-240-PC

AG Illuminator base unit 1 Port, 1-four color wheel

240 volt, 60 hz Plug and cord

1.2 10,000 LF BPAK-100

98-strand side emitting fiber optic cable

Clear PVC jacket

1.3 · 2 EACH Fiberstar Field Technicians

1.4 2 EACH Day One on-site Services

1.5 28 EACH Additional days on-site, after first day

1.6 14 EACH Additional days on-site, weekend days

1.7 2 EACH Travel/Site expenses inclusive

#### 2.0

- 2.1 All equipment, cabling and wiring shall meet or exceed ALL FCC, FPSC and ANSI Standards, (latest versions) as well as federal, state and local laws, rules and regulations, etc., (latest version) irrespective of whether such equipment and supporting materials are owned by CONTRACTOR or provided by a subcontractor.
- All wiring, cabling, conduit, cross-connects, jacks, plates, backboards and related hardware necessary for the operation of the System shall be provided at no cost to CITY.